

# **EXHIBIT 600**

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International Business Machines Corporation

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF UTAH**

THE SCO GROUP, INC.,

Plaintiff/Counterclaim-Defendant,

-against-

INTERNATIONAL BUSINESS MACHINES  
CORPORATION,

Defendant/Counterclaim-Plaintiff.

**DECLARATION OF  
CHARLTON R. GREENE**

Civil No. 2:03CV-0294 DAK

Honorable Dale A. Kimball

Magistrate Judge Brooke C. Wells

I, Charlton R. Greene, declare as follows:

1. I had responsibility for the marketing and licensing of UNIX software and related materials from 1982 until 1993, first with American Telephone & Telegraph Company and a number of its wholly owned subsidiaries and divisions (collectively, "AT&T"), then with UNIX System Laboratories, Inc. ("USL") and finally with Novell, Inc. ("Novell").

2. This declaration is submitted in connection with the lawsuit entitled The SCO Group, Inc. v. International Business Machines Corporation, Civil Action No. 2:03CV-0294 DAK (D. Utah 2003). It supplements a declaration I signed on October 5, 2003, and incorporate herein. This declaration is based upon personal knowledge.

3. I am familiar with the terms and conditions of AT&T's, USL's and Novell's UNIX software license agreements. I spent many years working with and explaining them inside and outside of AT&T, USL and Novell.

4. At least while I was employed at AT&T, USL and Novell, we did not seek by our UNIX licensing agreements to assert ownership or control of the original source code, methods or concepts of our licensees. Licensees were told -- more times than I could number -- that they owned and could do as they wished with their own original works, even if those works were included in a modification or derivative work of UNIX System V, so long as the licensee protected AT&T's UNIX System V source code.

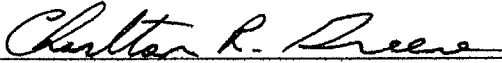
5. I expected (and I believe others at AT&T, USL and Novell expected) that our licensees would accept and rely upon our assurances, and I understood that they did.

I knew, for example, that IBM was developing a flavor of UNIX to which it was adding original IBM code, methods and concepts. I cannot imagine that it would have done so if it believed AT&T, USL or Novell would control IBM's original or homegrown works. I recall that some licensees asked for clarification that they would own their original works before they undertook to create them.

6. I declare under penalty of perjury that the foregoing is true and correct.

Executed: September 26, 2006.

Greensboro, North Carolina

  
Charlton R. Greene